

CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2008-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA AND THE CORONA POLICE SUPERVISORS UNIT

1. PARTIES AND DATE.

This Side Letter of Agreement ("Side Letter") is entered into this 6th day of September 2017, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City"), and Corona Police Supervisors Unit, a recognized employee organization ("CPSA"). City and CPSA are sometimes individually referred to as "Party" and collectively as "Parties" in this Side Letter.

2. RECITALS.

2.1 City and CPSA entered in a Memorandum of Understanding effective July 1, 2008 through June 30, 2017 ("MOU").

2.2 Article XVI of the MOU memorializes the Parties intent to maintain the MOU as a living document and authorizes the Parties to revise the MOU during the term of the MOU.

2.3 After meeting and conferring in good faith, the City and CPEA desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.4 This Side Letter shall be in effect following City Council approval.

3. TERMS.

3.1 Section 3.2 – Flexible Benefit Allowance. Section 3.2 (Flexible Benefit Allowance) of Article III (Benefits) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 3.2 Flexible Benefit Allowance

3.2.1 Members Other Than Police Captains:

The City will provide an annual allowance in the amount of \$64.00 to members of the Corona Police Supervisors Association ("**Member**") other than Police Captains. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("**Cafeteria Plan**"). The Member shall have the opportunity to

make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance
- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Upon the conclusion of the Open Enrollment period, the Member's election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

If a member fails to make an election during Open Enrollment, the allowance shall automatically be allocated to the Health Care Spending Account. This default allocation shall not be subject to change.

During the first year of employment, the annual allowance for new employees shall be equal to \$5.33 times the number of whole months during which the Member will be employed with the City during the calendar year. New members of CPS, who have been employed by the City in another unit, shall only be eligible for the greater flexible benefit allowance (i.e., either CPS or the former unit) during that transitional year. The total aggregate amount credited for any one employee, under this section during any one calendar year shall not exceed the total allowance for the unit with the higher allowance during that calendar year.

The maximum that can be allocated to the Health Care Spending Account for the reimbursement of eligible medical expenses will be \$2,500.00; this is *inclusive* of any portion of the City-provided annual allowance of \$64.00 that is allocated for such reimbursements.

3.2.2 Police Captains:

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Police Captains. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria

Plan ("Cafeteria Plan"). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance
- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Upon the conclusion of the open enrollment period, the employee's election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee's health care spending account. This default allocation shall not be subject to change.

During the first year of employment, the annual allowance for new employees shall be equal to one hundred and twenty-five dollars (\$125.00) times the number of whole months during which the employee will be employed with the City during the calendar year.

Employees hired by the City prior to January 1, 1999 shall continue to receive this allowance if they retire from the City. Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City."

3.2 Section 3.3.2 – Long Term Disability Insurance. Section 3.3.2 (Long Term Disability Insurance) of Article III (Benefits) of the MOU is hereby deleted in its entirety and replaced with the following:

"3.3.2 Long-Term Disability Insurance:

(A) Members Other Than Police Captains: The City shall provide long-term disability insurance benefits in accordance with the California Law Enforcement Association Group Long Term Disability Insurance Plan B (hereinafter Plan B). The benefits of Plan B are illustrated on Exhibit A, attached hereto. As noted on Exhibit A, specific details of the plan are set forth in PLAN DOCUMENTS.

It is anticipated that the City's premium cost for providing Plan B will be less than the City's premium cost for providing long-term disability insurance for unit members under the plan in effect for 1998. Savings, if any, resulting from reduced premium cost for unit members in 2003 will be returned to unit members pro-rata in a lump sum payment, less applicable deductions, in the final pay period of 2003. Said payment shall be calculated by dividing the actual number of employees in the unit in the last pay period of 2003 into the actual savings in premium cost realized by the City as a result of adopting Plan B. If, in future years, the City's premium cost for providing long-term disability benefits to the Corona Police Supervisors Unit is less than the premium cost of providing long-term disability insurance to the unit for calendar year 1998, the actual savings will be distributed to unit members using the same method as described above.

Effective July 1, 2013, the CPS Board in conjunction with the City shall begin the process of transitioning from the current California Law Enforcement Association Group Long Term Disability Insurance Plan B to Plan A.

Discretionary Authority: For the items in this section, it should be noted that, in making any benefits determination under the policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

(B) Police Captains: Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Police Captain, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

- Benefit level shall be 66 2/3% of basic monthly earnings;
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Ability to utilize annual leave or frozen sick leave to supplement disability payments.

Discretionary Authority: For this item, it should be noted that in making any benefits determination under the policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy."

3.3 Section 3.3.6 – Retirement Healthcare Savings Account. Section 3.3.6 (Retirement Healthcare Savings Account) of Article III (Benefits) of the MOU is hereby

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deleted in its entirety and replaced with the following:

“3.3.6 Retirement Healthcare Savings Account:

(A) Tier II, III and IV Employees Other Than Police Captains:
Employees hired on or after October 13, 2007 shall receive \$5,000 annually, paid at \$1,250 per quarter into a Retirement Healthcare Savings Account.

The employee must choose a single provider for this benefit.

(B) Tier II, III and IV Police Captains:
The City shall deposit into the Retirement Healthcare Savings Account of each Police Captain who is a Tier II Employee, Tier III Employee or Tier IV Employee one hundred and fifty dollars (\$150.00) per quarter. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.”

3.4 Section 3.5 – Tuition Reimbursement. Section 3.5 (Tuition Reimbursement) of Article III (Benefits) of the MOU is hereby amended to add Subsection 3.5.5 (Police Captains) to read as follows:

“3.5.5 Police Captains:

Notwithstanding anything in this Section 3.5 to the contrary, the financial reimbursement for tuition and textbooks for job related college courses applicable to Police Captains shall be subject to the terms and conditions set forth in City Administrative Policy 01400.012 (Tuition Reimbursement), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion. For Police Captains, City Administrative Policy 01400.012 (Tuition Reimbursement) shall control over any conflicting provision in this MOU.”

3.5 Section 3.7.1 – Take Home Vehicles. Section 3.7.1 (Take Home Vehicles) of Article III (Benefits) of the MOU is hereby deleted in its entirety and replaced with the following:

“3.7.1 Take Home Vehicles and Auto Allowance:

(A) Members Other Than Police Captains:

Members in the following classifications shall be allowed to take a City vehicle home under this provision:

- Traffic Sergeant
- Sergeant assigned to ISD
- Lieutenant assigned to ISD

The vehicle is assigned to the member in the particular classification and not to the individual. Therefore, when a member separates from that classification, access to a take-home vehicle will cease.

The Chief of Police may determine that individuals, or additional classifications not listed above, can have access to take-home vehicles without gaining a property interest. Use of those vehicles is solely at the discretion of the Chief of Police.

Department members authorized to take home vehicles must adhere to the guidelines detailed in Corona Police Policy Manual Section 704 (specifically 704.7) and Section 706, Vehicle Use and Maintenance.

(B) Police Captains:

The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to Police Captains.

(1) Auto Allowance. In no event shall an auto allowance exceed three hundred and fifty (\$350) per month.

(2) City-Assigned Vehicle. If the City Manager chooses to provide a City vehicle for the exclusive use of a Police Captain, the City will maintain and provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by persons other than the assigned employee, except that other employees of the City may use the vehicle for official City business with the consent of the assigned employee. The City understands that since the employee will remain on-call at all times, the vehicle may be used for personal as well as official business; provided, however, the vehicle shall never be used for personal use outside of the seven Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara.

(3) Mileage Reimbursement. If the City Manager chooses not to provide an auto allowance or assigned vehicle to a Police Captain, the employee may submit reimbursement requests for mileage used in a personal vehicle for official City business. The reimbursement

rate shall be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same shall be in accordance with City policy.”

3.6 Section 3.8 – Deferred Compensation. Section 3.8 (Deferred Compensation of Article III (Benefits) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 3.8 – Deferred Compensation:

3.8.1 Participant Loans

Members may take out loans against their Deferred Compensation account subject to the following terms and conditions:

A. Loans shall be made pursuant to a written, enforceable loan agreement.

B. Loans shall be available for all purposes. Loans shall not exceed the lesser of (i) \$50,000, or (ii) the greater of 1/2 of the employee’s account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.

C. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.

D. Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.

E. Loans shall be made at a reasonable interest rate.

F. Employees shall repay loans directly to the employee’s deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.

G. If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

Arrangements for such loans must be initiated by the employee and made directly with their deferred compensation provider.

3.8.2. Tier I Police Captains. At the end of each quarter the City shall deposit into the deferred compensation plan account of each Police Captain who is a Tier I Employee an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee.

3.8.3. Tier II, III & IV Police Captains. At the end of each quarter the City shall deposit into the deferred compensation plan account of each Police Captain who is a Tier II Employee, a Tier III Employee or a Tier IV Employee an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee. Police Captains who are Tier II Employees or Tier III Employees shall also receive an additional payment into their deferred compensation plan account equal to one hundred and fifty dollars (\$150.00) per quarter. The employee must select one provider for this payment.”

3.7 Article V – Holidays. Article V (Holidays) of the MOU is hereby deleted in its entirety and replaced with the following:

“ARTICLE V HOLIDAYS:

Section 5.1 Holiday Schedule:

The following Holidays are established and shall be observed by all unit members:

1. January 1st, New Year’s Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4, Independence Day
6. First Monday in September, Labor Day
7. November 11, Veterans Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday immediately after Thanksgiving Day

10. December 24, Christmas Eve
11. December 25, Christmas Day
12. December 31, New Year's Eve
13. Every day appointed by the President, or Governor, or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the State.

If a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday, the preceding Friday is observed.

Section 5.2 Holiday Accrual for Members Other Than Police Captains:

The City will account for holiday usage in accordance with the following:

A holiday, for pay purposes, is defined to begin at 12:00 am on the day of the holiday and end at 11:59 pm on that same day, and shall be calculated using the actual hours worked on that holiday. Employees of the unit shall be paid premium pay (time and one-half) for all hours worked on the Christmas Day and Thanksgiving Day Holidays. If a holiday falls on a regularly scheduled day off, the amount of time will be considered accumulated Annual Leave, to a maximum of ten (10) hours for any one holiday, depending on the employee's normal work schedule, to be used in accordance with the City's Annual Leave policy.

If a Member's regularly scheduled work shift begins on one of the designated holidays listed below, the Member shall be paid time and one-half (1.5) for the hours worked on that entire shift. If a Member's regularly scheduled work shift begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid time and one-half (1.5) only for the hours worked on that holiday. If a Member is not scheduled to work, but is called in, agrees to work for another Member, or is held over or otherwise ordered to work a shift that begins on one of the designated holidays listed below, the Member shall be paid double time for the hours worked on that entire shift. If a Member is not regularly scheduled to work, but is called in, agrees to work for another Member, or is held over or otherwise ordered to work a shift that begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid double time only for the hours worked on that holiday.

January 1st, New Year's Day
July 4th, Independence Day
Fourth Thursday in November, Thanksgiving Day
December 24th, Christmas Eve
December 25th, Christmas Day
December 31st, New Year's Eve

Section 5.2 Holiday Accrual for Police Captains:

Police Captains shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a "holiday" for Police Captains is eight (8) hours. Police Captains who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave."

3.8 Section 6.1.1 – Accrual of Annual Leave Hours. Section 6.1.1 (Accrual of Annual Leave Hours) of Article VI (Leaves) of the MOU is hereby deleted in its entirety and replaced with the following:

"6.1.1 Accrual of Annual Leave Hours:

(A) **Full-Time Employees Other Than Police Captains:** Each biweekly pay period, prorated Annual Leave hours earned are posted to each eligible employee's account based on the hours worked during each pay period.

Association members shall receive three (3) hours of annual leave one time a year on or about the first pay period in August to be deposited into the Association time bank in accordance with section 2.4.

CPS members shall accrue Annual Leave based on the following formula:

YRS. OF SERVICE	ANNUAL ACCRUAL	HOURLYRATE PER PAY PERIOD
1 - 5 years	26 days (210 hrs)	8.08
6 - 8 years	28 days (226 hrs)	8.69
9 - 15 years	31 days (250 hrs)	9.62
16 + years	36 days (290 hrs)	11.15

(B) Police Captains:

Each biweekly pay period, Annual Leave hours earned are posted to

the account of each eligible employee's account. Police Captains shall accrue Annual Leave based on the following:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
6 – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

(C) **Hours Accumulated During Leave:** Total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Annual Leave credits will continue to be added to the employee's account while the employee is on leave.

(D) **Former Sick Leave Accounts (Frozen Sick Leave):** These accounts are frozen and held in a separate account called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.

Any time off based on a verified "on-the-job" injury shall be an eligible use of the Frozen Sick Leave account irrespective of the number of hours of accrued Annual Leave that the injured employee has.

In the case of illness, an employee may use their Frozen Sick Leave under any of the following provisions:

- a. The unit member's Annual Leave balance is reduced to 80 hours or less; or
- b. The unit member has been off "sick" for more than four (4) consecutive workdays or forty (40) hours, and has a written confirmation from the unit member's physician. The unit member shall be eligible to use their Frozen Sick Leave account for those days beyond the fourth (4th) consecutive work day (or 40 hours) the employee misses from work irrespective of the number of hours of accrued Annual Leave the employee has. If the unit member has used a total of 75 hours of Annual Leave within the proceed 12-month period and has obtained written confirmation from the unit

member's physician of an illness, Frozen Sick Leave may also be used for the first four days.

Frozen Sick Leave cannot be used to donate hours to other City employees.

(E) Annual Leave During First Year:

Probationary employees employed less than one full year shall accrue Probationary Sick Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the member or the member's immediate family. After six (6) months, an employee may use up to one week of "Advanced Annual Leave" for vacation purposes with the permission of his or her supervisor. Holiday Leave Hours earned during the first year of employment are available to be used for any purpose.

Notwithstanding the above, upon completion of the probationary period and obtaining status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate."

3.9 Section 6.1.4 – Maximum Accumulation. Section 6.1.4 (Maximum Accumulation) of Article VI (Leaves) of the MOU is hereby deleted in its entirety and replaced with the following:

"6.1.4 Maximum Accumulation:

Each year, as of the end of the pay period which includes December 31st, an employee, other than Police Captains shall have no more than a maximum of 624 hours in his or her Annual Leave account. Police Captains shall have no more than a maximum of 584 hours in his or her Annual Leave account.

Accumulated Annual Leave in excess of 624 hours, or 584 hours for Police Captains, in an employee's account at the end of the pay period which includes December 31st shall have the regular rate dollar value of excess Annual Leave remaining in the employees Annual Leave bank contributed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide). The employee must choose a single provider for this benefit."

3.10 Section 6.1.8 – Retirement. Section 6.1.8 (Retirement) of Article VI (Leaves) of the MOU is hereby deleted in its entirety and replaced with the following:

“6.1.8 Frozen Sick Leave at Separation:

Members who retire, retire due to disability, or are deceased prior to retirement, after fifteen (15) years of regular employment, will be paid 3% of the Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's current hourly rate. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

Police Captains who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

Members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of 25 (twenty-five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave effective Payroll 1, 2004. Police Captains who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.

An employee has the option of cash payment or delay of date of retirement as the method of receiving unused Annual Leave and/or Frozen sick Leave.”

3.11 Section 6.4 – Executive Leave. Section 6.4 (Executive Leave) is hereby added to Article VI (Leaves) of the MOU to read as follows:

“Section 6.4 Executive Leave. The City will provide executive leave for Police Captains in lieu of other compensation for overtime. Effective April 1, 2016, Police Captains shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and

issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.”

3.12 Section 10.1 – Base Rate Schedule. Section 10.1 (Base Rate Schedule) of Article X (Salary) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 10.1 Base Rate Schedule:

The City agrees to provide a four-percent (4%) salary increase to all members of the Association effective the first pay period in July, 2015. The salary ranges for all positions in the Association will be updated accordingly by at least four percent (4%) by moving each employee’s base pay eight (8) steps up on the City’s salary grid.

The City agrees to provide a four-percent (4%) salary increase to all members of the Association effective the first pay period in July, 2016. The salary ranges for all positions in the Association will be updated accordingly by at least four percent (4%) by moving each employee’s base pay eight (8) steps up on the City’s salary grid.

Each position shall be assigned a salary range. An employee may advance annually within the salary range. An employee who receives an overall performance rating of “satisfactory” or better from his/her supervisor shall be advanced a minimum of 5%, up to top of the range.

Effective October 19, 2013, base pay shall be increased for Tier I, Tier II and Tier III employees and Tier IV Police Captains by at least ten and one-half percent (10.5%) by moving each employee’s base pay by twenty-one (21) steps up on the City’s salary grid. The salary ranges for all positions in the Association will be updated accordingly. As used herein, Tier I, Tier II and Tier III employees shall mean employees who do not qualify as Tier IV or “new members” under Section 3.4.2 above, except for Tier IV Police Captains.”

3.13 Section 11.3 – Longevity Pay. Section 11.3 (Longevity Pay) of Article XI (Special Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 11.3 Longevity Pay:

In recognition of unit member’s length of service to the City of Corona, an annual payment will be paid to members, other than Police Captains, who qualify under the following schedule as of September 1st of each year:

After five (5) years of service \$1,120.00
After ten (10) years of service \$1,320.00
After fifteen (15) years of service \$1,520.00
After twenty (20) years of service \$1,720.00

In recognition of a Police Captain’s length of service to the City of Corona, an annual payment will be paid to Police Captains who qualify under the following schedule as of September 1st of each year:

Five (5) but fewer than ten (10) years of service:	\$1,400.00
Ten (10) but fewer than fifteen (15) years of service:	\$1,600.00
Fifteen (15) but fewer than twenty (20) years of service:	\$1,800.00
Twenty (20) or more:	\$2,000.00

It is agreed that longevity pay shall be included within the formula utilized for the purposes of calculating total compensation.

Payment shall be made on a non-regular payroll day, when feasible, during the first half of the month of September and in all cases prior to the end of September.”

3.14 Section 11.5 – P.O.S.T. Certification Pay. Section 11.5 (P.O.S.T. Certification Pay) of Article XI (Special Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 11.5 P.O.S.T Certification Pay:

The City will provide an increase of 5% (five percent) of base pay for those members, other than Police Captains, who obtain a P.O.S.T. Advance Certificate.

The City will provide an increase of 3% (three percent) of base pay for those members, other than Police Captains, who earn a P.O.S.T. Intermediate Certificate.

The City will provide an increase of five percent (5%) of base pay for Police Captains who obtain a management level P.O.S.T. certificate. Effective July 2007, the City will also provide an increase of three percent (3%) of base pay for Police Captains who obtain a supervisory level P.O.S.T. certificate."

3.15 Section 11.6 – Spanish Language Pay. Section 11.6 (Spanish Language Pay) of Article XI (Special Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 11.6 Spanish Language and Bilingual Pay:

The Spanish language pay program provides an increase of 4.0% for those members demonstrating the ability to both understand and effectively communicate in Spanish. The number of employees to be eligible will be determined by Management, and to become qualified an employee must be certified by the Human Resources Department after passing an oral conversational test established by the Human Resources Department.

The bilingual pay program provides an increase of 4.0% for Police Captains who are able to demonstrate the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective and efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, a Police Captain must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee."

3.16 Section 11.7 – Working Out of Class. Section 11.7 (Working Out of Class) is hereby added to Article XI (Special Compensation) of the MOU to read as follows:

"Section 11.7 Working Out of Class:

Police Captains, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7.5%) more

than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Employees whose job description duties state that they "act" in the absence of their supervisor do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the employee's supervisor and the City Manager. In such a case, the employee should be placed in the position in an "acting" capacity by memo and not be paid out of class."

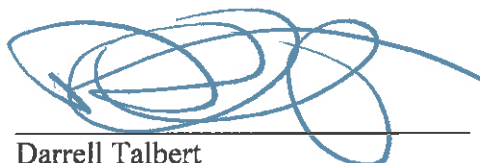
3.17 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU, as amended by duly approved previous side letters, shall remain unchanged and in full force and effect.

3.18 Expiration of Side Letter. This Side Letter shall expire and become null and void upon expiration of the MOU, at which time the terms and conditions of this Side Letter will be reviewed for applicability of extension into a successor agreement.

3.19 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Side Letter. The Parties agree that the execution of this Side Letter may not be challenged by the CPSA or any employee it is recognized to represent through the City's grievance procedure or in any other forum unless the challenge is based upon a factual allegation that the Side Letter was the product of fraud, intentional misrepresentation or unlawful coercion on the part of City representatives.


IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date first hereinabove written.

Dated: 9-7-17

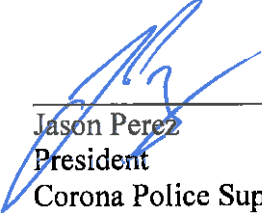


Darrell Talbert
Employee Relations Officer
City Manager

Dated: _____


Kerry Eden
Assistant City Manager /
Administrative Services Director

Dated: 8/31/17


Jason Perez
President
Corona Police Supervisors Unit